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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01090

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06/00

PART 1 GENERAL

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SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

06/00

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g.

ASTM B 564 Nickel Alloy Forgings. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
Internet: www.astm.org
AOK 6/00

NOTE: The annual ASTM Book of Standards (66 Vol) is available for \$3500.00. Prices of individual standards vary.

ASME INTERNATIONAL (ASME)

Three Park Avenue
New York, NY 10016-5990
Ph: 212-591-7722
Fax: 212-591-7674
Internet: www.asme.org

CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH REGULATIONS

<http://www.dir.ca.gov/Counters/t8index.htm>

CODE OF FEDERAL REGULATIONS (CFR)

Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-275-7703
Internet: <http://www.pls.com:8001/his/cfr.html>

COMMERCIAL ITEM DESCRIPTIONS (CID)

Order from:
General Services Administration
Federal Supply Service Bureau
470 E L'Enfant Plaza, S.W., Suite 8100
Washington, DC 20407
Ph: 202-619-8925
Internet: <http://pub.fss.gsa.gov/h1-pub.html>

CORPS OF ENGINEERS (COE)

Order from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services
Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2571
Fax: 601-634-2506
NOTE: COE Handbook for Concrete and Cement (Documents w/prefix
CRD-C) (1949-present; 2 Vol) free to Government offices; \$10.00
plus \$8.00 per yr for 4 qtrly supplements to others). Individual
documents, single copies free. Order from address above.

DEPARTMENT OF COMMERCE (DOC)

Order From:
National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6000
Fax: 703-605-6900
Internet: <http://www.ntis.gov>

ENGINEERING MANUALS (EM)

USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081

FEDERAL SPECIFICATIONS (FS)

Order from:
General Services Administration
Federal Supply Service Bureau
470 L'Enfant Plaza, S.W.
Washington, DC 20407

Ph: 202-619-8925
Fax: 202-619-8978
Internet: <http://pub.fss.gsa.gov/>

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

Department of Commerce
Gaithersburg, MD 20899-0001
Ph: 301-975-4025
Fax: 301-926-1630
Order Publications From:
Superintendent of Documents
U.S. Government Printing Office (GPO)
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-512-2250
or
National Technical Information Services (NTIS)
5285 Port Royal Rd.
Springfield, VA 22161
Ph: 800-553-6847
Fax: 703-321-8547
Internet: <http://www.gov/ntis.gov>

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SECTION 01200

GENERAL REQUIREMENTS

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SECTION 01200

GENERAL REQUIREMENTS

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PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

CFR 29	Part 1926	Safety and Health Regulations for Construction
CFR 33	Part 80	Colregs Demarcation Lines
CFR 33	Part 156	Oil and Hazardous Material Transfer Operations

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM F 547	(1977; R 1995) Definitions of Terms Relating to Nail For Use with Wood and Wood-Based Materials
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ASME INTERNATIONAL (ASME)

ASME B18.2.1	(1996) Square and Hex Bolts and Screws (Inch Series)
ASME B18.2.2	(1987; R 1993) Square and Hex Nuts (Inch Series)

COMMERCIAL ITEM DESCRIPTIONS (CID)

CID A-A-2336	(Rev A) Primer Coating (Alkyd, Exterior Wood, White and Tints)
CID A-A-2962	(Rev A) Enamel, Alkyd (Metric)

CORPS OF ENGINEERS (COE)

EM 385-1-1	(1996) Safety and Health Requirements Manual
ER 415-1-5-89	Construction Time Extensions for Weather

DEPARTMENT OF COMMERCE (DOC)

DOC PS 1	(1983) Construction and Industrial Plywood
DOC PS 20-70	American Softwood Lumber Standard

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST PS 20 (1994; Addenda Jan. 1997) American
Softwood Lumber Standards

Federal Specifications (FS)

FS FF-B-575 (Rev C) Bolts, Hexagon and Square

FS FF-N-105 (Rev B; Int Am 4) Nails, Brads, Staples
and Spikes: Wire, Cut and Wrought

FS FF-N-836 (Rev D; Am 2) Nut: Square, Hexagon, Cap,
Slotted, Castle, Knurled, Welding and
Single Ball Seat

FS TT-E-529 (Rev D) Enamel, Alkyd, Semi-Gloss

FS TT-P-25 (Rev E; Am 2) Primer Coating, Exterior
(Undercoat for Wood, Ready-Mixed, White
and Tints)

CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH REGULATIONS

Title 8 Regulations California Occupational Safety and Health
Regulations

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Work and Storage Areas Plan; G

SD-07 Certificates

Site-specific Safety and Health Plan; G

Activity Hazards Safety Analysis; G

1.3 PROJECT SIGNS AND BULLETIN BOARDS

1.3.1 General

The Contractor shall construct and erect project and hard hat signs and a bulletin board at respective locations designated by the Contracting Officer. The signs shall conform to the requirements of the drawings attached at the end of this section. Signs shall be erected as soon as possible and within 5 days after commencement of work under this contract.

1.3.2 Construction Signs

1.3.2.1 Materials

Lumber shall conform to DOC PS 20-70, and shall be seasoned Douglas Fir, S4S, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).

Plywood shall conform to DOC PS 1, Grade AC, Group 1, Exterior.

Bolts, Nuts and Nails. Bolts and nuts shall be galvanized conform to FS FF-B-575 and to FS FF-N-836. Nails shall conform to FS FF-N-105.

Paints and Oils. Paints shall conform to FS TT-P-25 for primer and FS TT-E-529 for finish paint and lettering.

1.3.2.2 Execution

The following signs shall be erected:

Project Sign at location designated by the Contracting Officer.

Warning Signs facing approaching traffic on all haul roads crossing under overhead power transmission lines.

Three (3) hard hat signs at locations directed.

Two (2) underground dredge electrical cable signs at locations directed.

Six (6) beach disposal signs at locations directed.

Project and hard hat signs shall be constructed as detailed in Figures 1, 2, and 3. Decals for hard hat signs will be furnished by the Contracting Officer.

Warning Signs shall be constructed of plywood not less than 12mm thick and shall be securely bolted to the supports with the bottom of the sign face 900 mm above the ground. The sign face shall be 600 X 1200 mm, all letters shall be 100 mm in height, and the wording shall be: "WARNING: OVERHEAD TRANSMISSION LINES." Beach disposal signs shall depict the wording: "DANGER - KEEP OUT, BEACH CLOSED, U.S. ARMY CORPS OF ENGINEERS BEACH NOURISHMENT PROJECT". Buried dredge electrical power cable signs depict the wording, "DANGER - KEEP OUT, HIGH VOLTAGE UNDERGROUND DREDGE ELECTRICAL CABLE".

All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.

1.3.3 Bulletin Board at the Contractor's office

A weatherproof bulletin board, approximately 900 mm wide and 760 mm high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and

posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

1.3.4 Maintenance and Disposal

The Contractor shall maintain the signs in good condition throughout the life of the project. Signs shall remain the property of the Contractor and upon completion of the project they shall be removed from the site.

1.4 GOVERNMENT FIELD OFFICE

The Contractor shall provide as a minimum, a separate room in the Contractor's project trailer/office for the Contracting Officer's Representative. The room shall be accessed by an outside door (locked) separate from the Contractor's entry door. The space shall not be less than 3 meters wide by 4.5 meters long, and shall contain the following:

- * suitable desk and 2 chairs
- * 1 telephone
- * independent service for telephone and modem
- * 1 file cabinet, minimum 3 drawer, legal, lockable
- * access to a copy machine
- * access to a FAX machine
- * electric light and power
- * heater and air conditioning
- * toilet facilities consisting of one lavatory and one water closet complete with connections to water (hot and cold) and sewer mains

A mail slot in the door or a lockable mail box mounted on the surface of the door shall be provided. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer.

1.5 PUBLIC UTILITIES

1.5.1 General

The approximate location of all railroads, pipe lines, power and communication lines, and other utilities known to exist within the limits of the work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist and shall reimburse the owners for such damage caused by his operations.

1.5.2 Utilities to be Relocated or Protected

The Contractor shall notify the Contracting Officer, in writing 14 calendar days prior to starting work on any utility to be relocated or protected. On each relocation, notification shall include dates on which the Contractor plans excavation, by-pass work, removal work and/or installation work, as applicable.

1.5.3 Relocation or Removal

Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by Others" or "To be Removed by Others," respectively. Utilities shown on the plans and not so designated shall be left in place and will be subject to the provisions of the clause: PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS. The Contractor without cost to the Government, may make arrangements with the owner for the temporary relocation and restoration of utilities not designated to be relocated, or for additional work in excess of the work needed to relocate utilities designated for relocation.

1.5.4 Coordination

The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected utilities.

1.5.5 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

1.5.6 Electric Current

All electric current required by the Contractor shall be furnished at his expense. All temporary lines shall be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in a like manner at his expense prior to final acceptance of the construction. Buried dredge electrical power cable shall be clearly marked for safety.

1.6 NOTICES

1.6.1 City of Santa Barbara

The Contractor shall notify Santa Barbara Waterfront Department, P.O.C. Mr. Dave Myerson, (805)564-5519 and the U.S. Coast Guard, Marine Safety Detachment, Santa Barbara, P.O.C. LT. Yuri Graves, (805) 962-7430 seven (7) days prior to the commencement of operation. The following information shall be provided:

Description of the project and location of worksite(s).

Size and type of construction equipment performing work in the project area and placement of dredge pipeline.

24-hour telephone numbers of the project engineer, superintendent, and

foreman.

Schedule for completion of project.

The Contractor shall notify the Contracting Officer, City of Santa Barbara Waterfront Department, and the Coast Guard Marine Safety Detachment seven (7) days prior to placing the pipeline across the channel entrance.

The Harbor Patrol (805)564-5530 and the U.S. Coast Guard, Marine Safety Detachment (805)966-3093 shall be notified by the Contractor whenever the navigation channel is to be impacted. Two (2) hours minimum notification is required for the Harbor Patrol and twenty four (24) hours minimum notification for the U.S. Coast Guard Marine Safety Detachment.

Police, Highway Patrol, Harbor District, and Fire Departments shall be notified by the Contractor whenever a street is to be closed to traffic. If the closing is to be of long duration, a single notification to each department on the last working day before closing will be sufficient. A single notification shall then be made at the time the street is again opened to traffic. If closing is to be of short duration, or if different sections of the street are to be closed at different time, notifications shall be made on a day-to-day basis.

1.6.2 Underground Services Alert

The Contractor shall contact Underground Services Alert (USA) at 1-800-642-2444 at least 2 working days, but not more than 14 calendar days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

1.6.3 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

1.6.4 United States Coast Guard

The Contractor shall notify the Commander Eleventh Coast Guard District, and the Coast Guard Marine Safety Group LA-LB not less than 14 calendar days prior to commencing work for each dredge cycle. The notifications (either letter, fax, or e-mail) shall include as a minimum the following information:

- a. Project description and location including latitude/longitude (NAD 83).
- b. The size and type of any floating construction equipment to be used.
- c. Name and radio call signs for working vessels.
- d. Telephone number for 24-hour contact with the project engineer.
- e. The schedule for completing the project.
- f. Potential hazards to navigation.

Mail address:

Commander (POW)
 Eleventh Coast Guard District
 Building 50-6
 Coast Guard Island
 Alameda, CA 94501-5100
 ATTN: Local Notice to Mariners
 TEL: (510)437-2981
 FAX: (510)437-2961
 e-mail: dchase@d11.uscg.mil
 cc: mcarlson@d11.uscg.mil

U.S. Coast Guard
 Marine Safety Group LA-LB
 1001 South Seaside Ave., Bldg. 20
 San Pedro, CA 90731
 ATTN: Waterways Management
 TEL: (310) 732-2022
 FAX: (310) 732-2029
 e-mail: uscgwwm01@mindspring.com

1.7 AIDS TO NAVIGATION

The Contractor shall not remove, relocate, obstruct, willfully damage, make fast to, or interfere with any aids to navigation. The Contractor shall notify the Eleventh Coast Guard District in writing with a copy to the Contracting Officer, not less than 30 calendar days in advance, of the time he plans to operate and equipment adjacent to any aids to navigation which requires relocation or removal.

1.8 DREDGING AIDS

The Contractor shall obtain approval of the U.S. Coast Guard and the Waterfront Department prior to placing any buoy or other dredging aid marker in the water. Buoys and other dredging aid markers shall be equipped with the necessary lights and the Contractor shall insure that all lights are in proper working order prior to installation. Buoys and dredging aids markers shall be maintained throughout the length of the contract and shall not be colored, marked, or placed in a manner that will obstruct or be confused with other navigational aids.

1.9 POINTS OF CONTACT

The following is a list of points of contact:

<u>Company or Agency</u>	<u>Contact</u>	<u>Telephone</u>
U.S. Army Corps of Engineers Resident Engineer	David K. Watanabe or Eric A. Ornelas	(805) 734-4670
Santa Barbara Harbor Waterfront Department Harbor Patrol	Dave Myerson	(805) 564-5519 (805) 564-5530
Santa Barbara County Environmental Health Services	Cindy Wu	(805) 681-4935
U.S. Coast Guard Marine Safety Detachment Detachment, Santa Barbara	LT. Yuri Graves	(805) 962-7430
Eleventh Coast Guard District Local Notice to Mariners	QM2 Dan Chase	(510) 437-2981

Aid to Navigation	LT Matt Salas	(510) 437-2982
Marine Safety Group LA-LB	LT Ken O'Connor	(310) 732-2022

1.10 RESTRICTIONS

1.10.1 Obstruction of Channel

The Government will not undertake to keep the harbor entrance or navigation channels free from vessels or other obstructions. The Contractor shall be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, temporary buoys, and piles and other marks placed by him under the contract in navigable waters or on shore.

All underwater and above surface hazards to navigation associated with this work shall be marked with a white light of at least 40 candella.

1.10.2 Pipeline Crossings

If a discharge pipeline is to be used, the Contractor shall provide anchors or similar provisions to prevent rupture along the pipelines as required and where pipelines change in direction 22 degrees or more. Spills resulting from rupture shall be removed by and at the expense of the Contractor. Should submerged pipelines cause shoaling in the channel, the Contractor shall remove such shoals and restore to the depths as existed prior to the laying of the submerged pipe. Materials so removed shall be disposed of in a manner approved by the Contracting Officer. No separate payment will be made for the removal of such shoals and all cost thereof shall be included in the contract price. Where discharge pipeline is buried on shore, stakes shall be placed not less than one (1) meter above the sand with the signs depicting the wording, "DREDGE PIPELINE BELOW" printed in 25 mm letters.

1.10.3 Channel Crossings

The Contractor must maintain a submerged pipeline crossing in navigation channels without impact to shipping and boating activities.

The Contractor's delivery pipe and any required power lines crossing the navigation channels shall be submerged such that the top of the pipe and power lines be at a minimum depth of -4.6 meters MLLW, to provide an unrestricted navigation over the pipe and power lines for a distance of not less than 90 meters normal to the channel alignment. The Contractor shall provide anchors or weights for the submerged pipeline and powerline to prevent them from floating. The Contractor shall remove the anchors and weights after completion of the dredging operations.

1.11 MARINE PLANT

a. All marine plant and equipment which are required by federal regulations to be inspected by the United States Coast Guard, shall have valid certifications. No marine plant or equipment requiring Coast Guard

inspection shall be put into use on the job without the required certification issued by the U.S. Coast Guard Officer in Charge of Marine Inspections.

b. All marine construction equipment shall monitor appropriate VHF marine safety radio channels.

c. Fuel transfer operations shall conform to U.S. Coast Guard design regulations, CFR 33 Part 156.

1.12 PUBLIC SAFETY

Attention is invited to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES.

The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flag men and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flag men and guards, while on duty and assigned to give warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

The Contractor shall furnish, install, maintain, and remove temporary buoys along the dredge pipeline within the waterway. Buoys shall be equipped with signs which will indicate, by arrows, the direction boat traffic will be permitted to pass in order to prevent unnecessary traffic over the submerged pipeline.

The Contractor shall coordinate his activities with the U.S. Coast Guard and the Santa Barbara Waterfront Department to minimize interference to all concerned. The Government or the City will not be liable to the Contractor for any loss, damage, cost or expense of any kind or nature whatsoever arising out of, connected with or attributable to the activities of others in the project area or immediate adjacent thereto.

1.13 GENERAL SAFETY REQUIREMENTS

1.13.1 General

The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see CONTRACT CLAUSES: SECTION 00700, ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Parts 1910 and 1926 as revised from time to time) and Cal/OSHA Title 8 Regulations are applicable to this contract. In case of conflict, the most stringent requirement of the standards is

applicable. Pursuant to EM 385-1-1, the Contractor shall submit a Site-specific Safety and Health Plan.

1.13.2 The Prime Contractor's Superintendent

The Prime Contractor's superintendent shall take an active role in enforcing the safety requirements by participation in safety conferences, hazard analysis (see below), tool box meetings, walk-through inspections, correction of violations, etc., and including that of the subcontractor's work.

1.13.3 Activity Hazard Analysis

Based on the construction schedule, the Contractor shall submit a Activity Hazards Safety Analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The Prime Contractor's superintendent shall take active participation in the Activity Hazards Analysis, including the subcontractors' work. Prior to start of actual work a meeting shall be held with Prime Contractor, Government, and affected subcontractor to review the Activity Hazard Analysis. In addition, job site meetings shall be held to indoctrinate foreman and workers on details of this analysis.

1.13.4 Violations

If recurring violations and/or gross violation indicate that the safety performance is unsatisfactory, corrective action shall be taken as directed, and at the discretion of the Contracting Officer's Representative the retention or some part thereof will be withheld from the progress payment until corrective action has been completed.

1.13.5 Fire Prevention

Cutting or welding will be permitted only in areas that are or have been made fire safe. Where possible, all combustibles shall be located at least 11 meters horizontally from the work site. Where such location is impracticable, combustibles shall be protected with flame-proofed covers or otherwise shielded with metal or asbestos guards or curtains. Edges of covers at the floor shall be tight to prevent sparks from going under them. This precaution is also important at overlaps where several covers are used to protect a large pile. Other fire prevention precautions shall be in accordance with the latest National Fire Codes.

1.13.6 Recordkeeping/Reporting Requirements

On all contract operations, the Prime Contractor shall be responsible for recording and reporting all accident exposure and experience incident work. (This includes exposure and experience of the prime contractor and his/her sub-contractor(s)). As a minimum these records shall include exposure work-hours and a log of occupational injuries and illnesses. (OSHA Form 200 or state equivalent as prescribed by CFR 29 Part 1926) Reference EM 385-1-1.

1.13.7 Accident Reporting

As part of the requirements for reporting accidents in accordance with EM 385-1-1, Section 1, the Prime Contractor will submit at the 50% point and

100% of project completion, a written summary of worker's compensation claims filed by workers on the project. The report will include all subcontractors. The main report covering the Prime Contractor claims will be certified as "correct and true" by the Contractor's compensation insurance carrier. The same certification will be required for subcontractor reports.

1.14 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard, governing lights and day signals to be displayed by towing vessels with tows, on which no signals can be displayed, vessels working on jetties, submarine or bank protection operations, and day signals to be displayed by vessels of more than 20 meters in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army (33 C.F.R. 201.1-201.16) and the Commandant U.S. Coast Guard (33 C.F.R. 80.18-80.31a and 33 C.F.R. 95.51-95.70).

1.15 RADIO COMMUNICATION

To facilitate and insure the safe passage of vessels in the channel, the Contractor shall provide, operate and maintain on his plant, radio facilities capable of voice communication with vessels using the channel. Station licensing and frequency authorizations shall be the responsibility of the Contractor.

1.16 PERMITS

Reference is made to the clause of the contract entitled: PERMITS AND RESPONSIBILITIES, which obligate the Contractor to obtain all required licenses and permits.

1.16.1 Oversize Loads

Oversize loads, over 8'6" wide, may require a Caltrans permit for hauling on State highways. P.O.C. Caltrans, Transportation Permits, P.O. Box 231, 247 W. Third Street, San Bernardino, CA, (909) 383-4637.

1.16.2 Air Quality

The Contractor must have or be able to meet all Santa Barbara Air Pollution Control District (SBAPCD) permits and requirements at the time of award. Dredge must meet Best Available Technology for mitigation or air quality impacts (zero emissions).

1.17 REPAIR OF STREETS, ACCESS ROADS, AND WORK AREAS

The Contractor shall restore streets and access roads (used for haul routes and mobilizing equipment) and work areas to original condition upon completion of the work. Contractor shall restore to local city standards.

1.18 INSPECTION

Reference is made to the clause of the contract entitled: INSPECTION OF CONSTRUCTION. In addition, the Contractor will be required:

- a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting and supervising the work.
- b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the work areas. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.
- c. To allow authorized representatives of the State Air Resources Board (ARB) and the Santa Barbara Air Pollution Control District (SBAPCD) to: enter upon the Contractor's premises where a regulated facility or activity is located or conducted, or where records are kept; have access to and copy, at reasonable times, any records that must be kept per agency requirements; inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by these agencies; and sample or monitor at reasonable times any substances or parameters at any location for the purpose of assuring compliance with agency regulations.

1.19 NAVIGATION

The Contractor's operations shall conform to the U.S. Coast Guard publication "Navigation Rules, International-Inland, INST M16672.28", latest edition.

1.20 WORK AREAS AND EASEMENTS

Contractor's work areas and temporary construction easements are as indicated, subject to approval of the Contracting Officer. The Contractor's work area(s) shall be fenced according to the instruction of the Contracting Officer. Upon completion of the work, the fence materials shall become the property of the Contractor and shall be removed from the site.

Access Easements and Contractor's Work Area will be laid out by the Contracting Officer. Any damage to electrical underground installations, light poles, pavement, fence, shrubs or other facilities within the Contractor's work area shall be repaired or replaced by and at the expense of the Contractor.

The Contractor shall mark the shoreward limits of the construction easement by means of suitable marker buoys. The remaining portion of the navigation channel shall not be obstructed and shall remain open to traffic. Areas within the construction easement not being used by the Contractor for construction shall be made available for anchorage, however, moorings within the easement will be moved by others within 5 days after written notice by the Contractor to the Contracting Officer.

The Contractor shall contact the Contracting Officer and the Waterfront Department for the location of the Contractor's dredge emergency mooring area.

Transfer of heavy equipment, dredge tenders or other large vessels will not be permitted at the boat launch ramp within the harbor. The Contractor shall use the Navy Pier for transfer of heavy equipment by making reservations with the Harbor Master's Office, subject to the Harbor Masters' regulations.

1.21 CONTRACTOR'S WORK AND STORAGE AREA

The Contractor shall submit a Work and Storage Areas Plan for approval within 15 days after receipt of Notice to Proceed. Contractor's work and storage areas, indicated on the drawings, shall be enclosed by a 1.8 meter high chain-link fence with slats in neutral color and shall remain intact during the three (3) years contract. The choice of slat material requires approval by the City of Santa Barbara Waterfront Department. Fence material shall be provided by the Contractor and may be new or used. Upon completion of the work, the fence materials shall become the property of the Contractor and shall be removed from the site.

Storage of pipeline, dredge, and support vessels during the summer of each year shall be coordinated and negotiated between the Contractor and the City of Santa Barbara.

1.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSES: SECTION 00700, entitled DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS Work Days Based on Five (5) Day Work Week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	4	4	4	0	0	0	2	4	6	10

- c. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must

prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, the Contracting Officer will convert any qualifying days to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION).

1.23 RAMPS FOR PIPELINE CROSSING

Beach Access Ramp. The Contractor shall provide access ramps over the discharge pipeline at 150 meter intervals so that beach access remains available for walking and for use of emergency vehicle during operations. The beach access ramps shall be constructed with material from adjacent area.

1.24 BOOSTER STATION

The shore booster pump, if required shall be mounted on rubber to reduce vibration and the blower shall be vented toward the ocean to minimize noise. The station shall be enclosed with bamboo, grape-stake, or chain-link fencing not less than 1.8 meters in height.

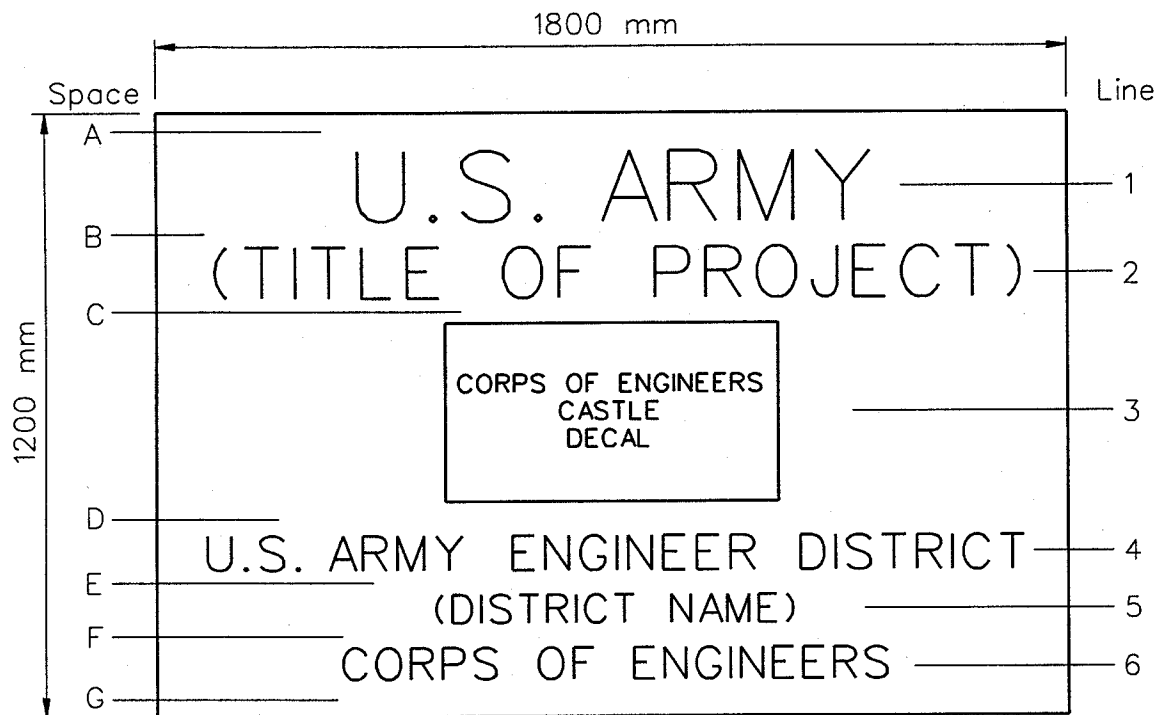
1.25 COORDINATION WITH OTHER CONSTRUCTION

The Contractor shall coordinate work with any other construction projects in the vicinity of the project.

PART 2 MATERIALS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --



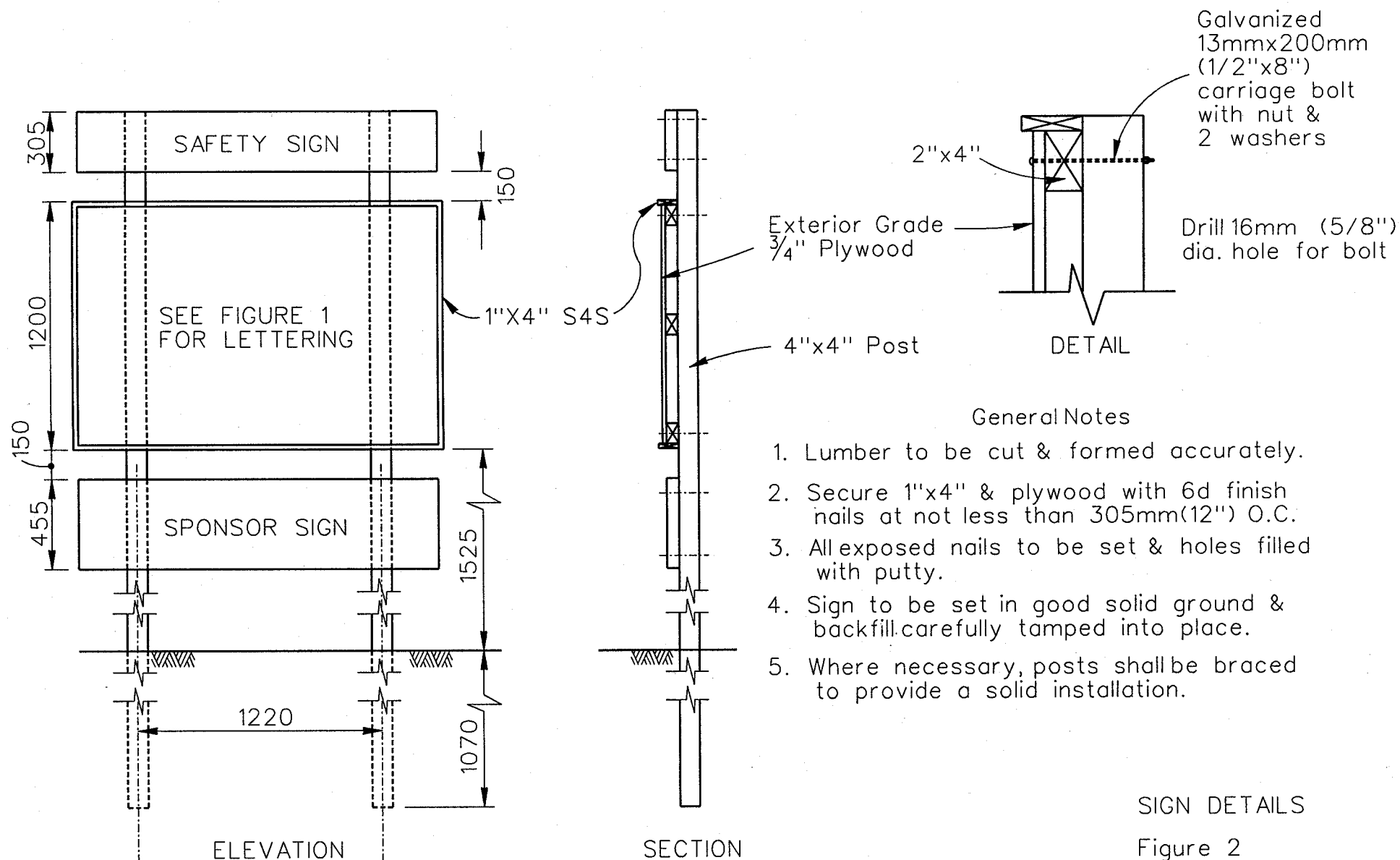
Space	Height	Line	Description	Letter Height	Stroke
A	75	1	U.S. ARMY	140	22
B	50	2	PROJECT NOMENCLATURE	100	16
C	50	3	CORPS OF ENGINEERS CASTLE (DECAL)	345	
D	70	4	U.S. ARMY ENGINEER DISTRICT	70	9
E	50	5	DISTRICT NAME	60	6
F	50	6	CORPS OF ENGINEERS	65	9
G	75				

Letter Color -- Black

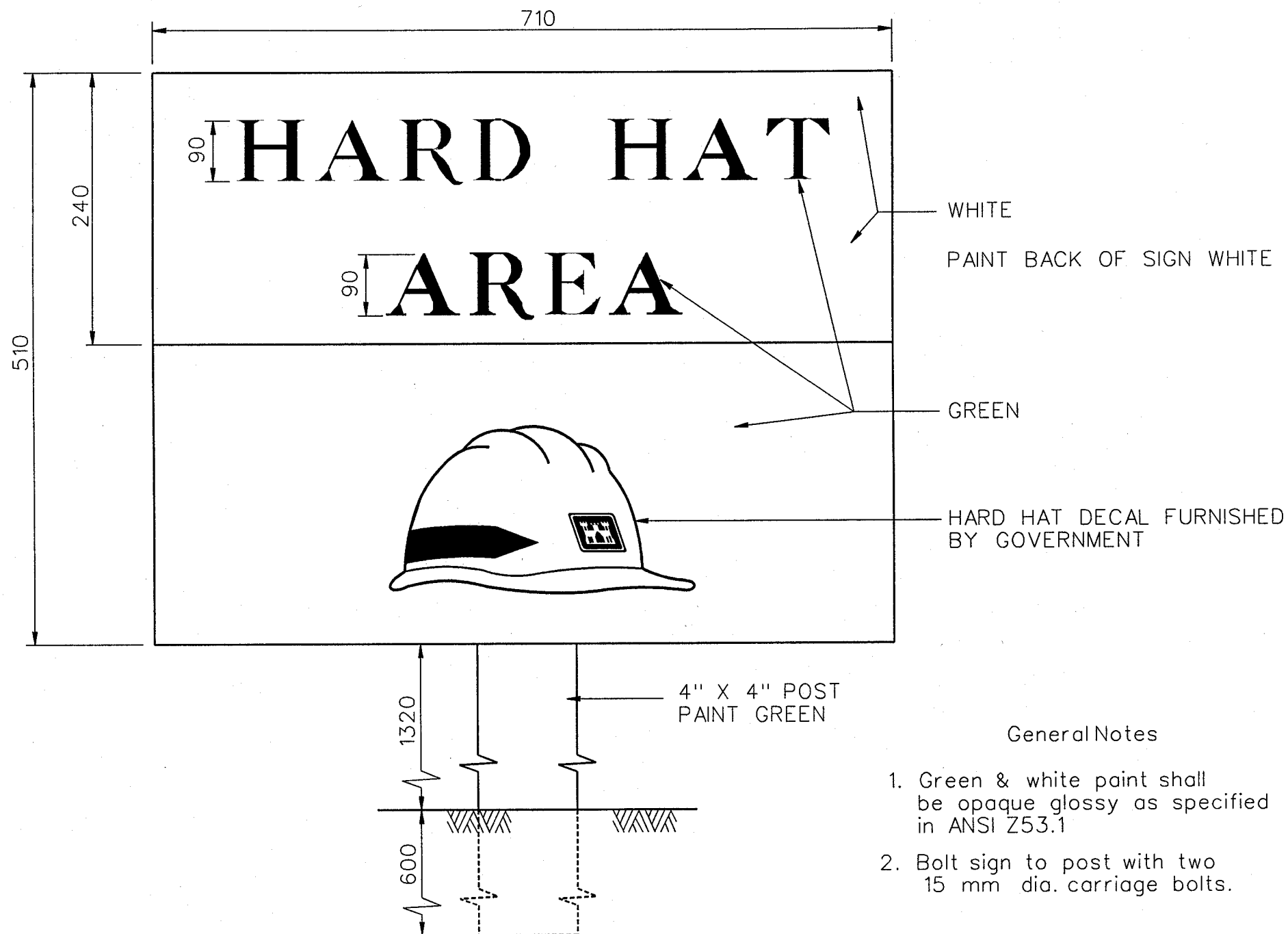
PROJECT SIGN
(Army-Civil Works)

Figure 1
October 1996

All units are in millimeters.



All units are in millimeters unless otherwise indicated.

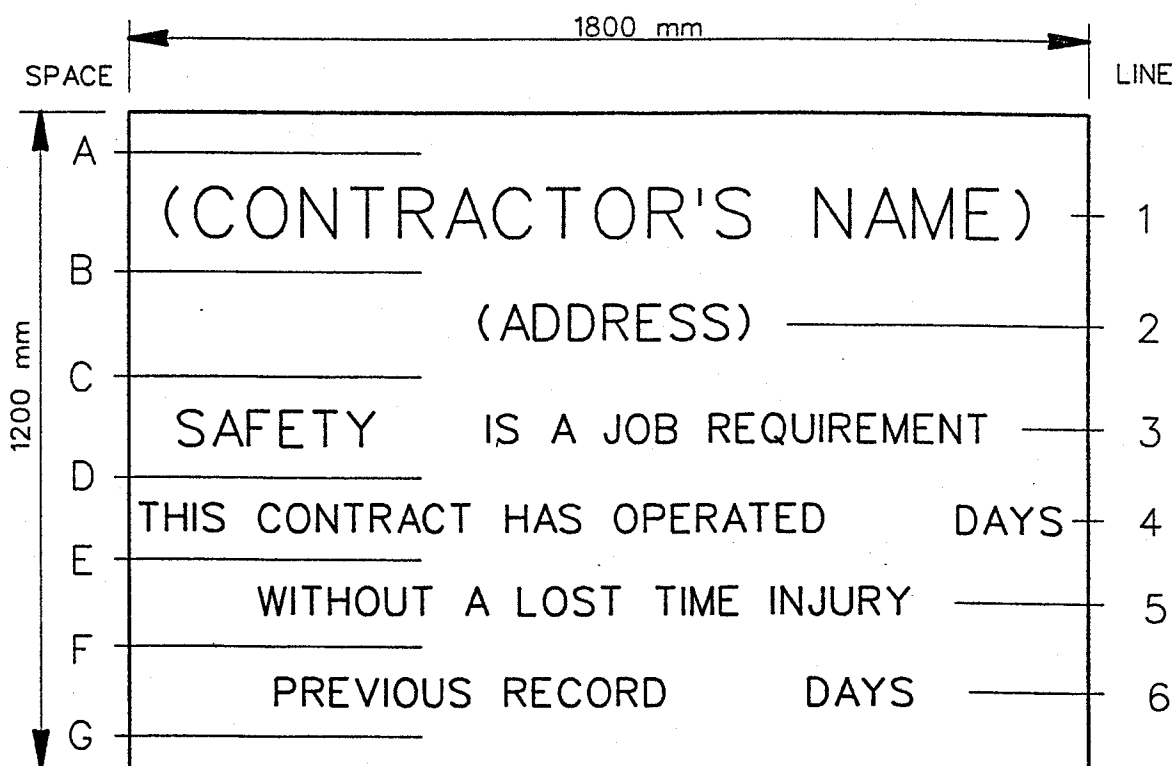


General Notes

1. Green & white paint shall be opaque glossy as specified in ANSI Z53.1
2. Bolt sign to post with two 15 mm dia. carriage bolts.

All units are in millimeters unless otherwise indicated.

Figure 3
October 1996



<u>SPACE</u>	<u>HEIGHT</u>	<u>LINE</u>	<u>DESCRIPTION</u>	<u>LETTER HEIGHT</u>
A	125			
B	75	1	CONTRACTOR'S NAME	125
C	150	2	ADDRESS	75
D	75	3	SAFETY IS A JOB REQUIREMENT	115 & 75
E	75	4	ALL LETTERING	75
F	75	5	ALL LETTERING	75
G	125	6	ALL LETTERING	75

Notes

Lettering shall be black No. 27038 standard 595.
Sign shall be installed in the same manner
as the Project Sign.

SAFETY SIGN
STANDARD DETAIL

All units are in millimeters.

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SECTION 01270

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02/94

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 - 1.2.1.1 Payment
 - 1.2.1.2 Unit of Measure
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PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section Table of Contents --

SECTION 01270

MEASUREMENT AND PAYMENT

02/94

PART 1 GENERAL

1.1 SUBMITTALS

None

1.2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.2.1 Mobilization and Demobilization

1.2.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization **for each dredging cycle**, as defined in Special Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

1.2.1.2 Unit of Measure

Unit of measure: Job.

1.3 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.3.1 Dredging

1.3.1.1 Payment

Payment will be made for costs associated with dredging, including overdepth dredging, transporting and deposition of dredge material at designated disposal site(s), and other operations incidental thereto, including hydrographic surveys and water quality control and monitoring.

1.3.1.2 Measurement

The total quantity of dredge material for which payment will be made will be by in-place (quantity) measurement in cubic meters by computing the difference in available material between the pre-dredge survey and the post-dredge survey. Available material is defined as material located within the boundaries of the dredge prism. Specifically, a quantity of available material will be computed between the dredge prism and the bottom surface shown by the soundings of the Government's pre-dredge survey, and a quantity of available material will be computed between the dredge prism and the bottom surface shown by the Government's post-dredge survey. The difference between these two available quantities (pre-dredge and post-dredge) will constitute the quantity of material dredged. Misplaced materials (including any required removal and placement), excessive overdepth dredging and material falling or drawn into the cut from beyond the side slope plane or beyond the limits indicated, will be excluded from the quantities for which payment will be made. The Triangulated Irregular Network (TIN) method will be used for quantity determination. For method of soundings, see SECTION 02020 DREDGING.

1.3.1.3 Unit of Measure

Unit of measure: cubic meter.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01312

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05/00

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-- End of Section Table of Contents --

SECTION 01312

RESIDENT MANAGEMENT SYSTEM (RMS)

05/00

PART 1 GENERAL

The Government will use the Resident Management System for Windows (RMS-W) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS-Windows, referred to as RMS-QC (QC for Quality Control), to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS-W and RMS-QC will facilitate electronic exchange of information and overall management of the contract. RMS-QC provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through RMS-QC. Also, there is no separate payment for establishing and maintaining the RMS-QC database; all costs associated therewith shall be included in the contract pricing for the work.

1.3 RMS-QC SOFTWARE

RMS-QC is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the RMS-QC software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the RMS-QC software from the Government's RMS Internet Website (winrms.usace.army.mil). Upon specific justification and request by the Contractor, the Government can provide RMS-QC on high-density diskettes or CD-ROM. Any program updates of RMS-QC will be made available to the Contractor via the Government RMS

Website as they become available.

1.4 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run RMS-QC:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor
32+ MB RAM
4 GB hard drive disk space for sole use by the RMS-QC system
3 1/2 inch high-density floppy drive
Compact disk (CD) Reader
Color monitor
Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.
Connection to the Internet, minimum 28 BPS

Software

Microsoft (MS) Access 97 or newer version database software
MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)
Word Processing software compatible with MS Word 97 or newer
Internet browser
The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.
Electronic mail (E-mail) compatible with MS Outlook

1.5 RELATED INFORMATION

1.5.1 RMS-QC User Guide

After contract award, the Contractor shall download instructions for the installation and use of RMS-QC from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.5.2 Contractor Quality Control(CQC) Training

The use of RMS-QC will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.6 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for RMS-QC. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.7 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the RMS-QC database throughout the duration of the contract. The Contractor shall establish and maintain the RMS-QC database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The RMS-QC database typically shall include current data on the following items:

1.7.1 Administration

1.7.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of RMS-QC software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.7.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in RMS-QC. Within 14 calendar days of receipt of RMS-QC software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.7.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.7.1.4 Requests for Information

RMS-QC includes a means for the Contractor to enter, log, and transmit requests for information (RFI) to the Government. RFIs can be exchanged electronically using the import/export functions of RMS-QC. The Contractor shall also provide the Government with a signed, printed copy of each RFI. All RFIs from the Contractor to the Government shall have the prefix "RFI" and shall be numbered sequentially beginning with RFI-0001.

1.7.1.5 Equipment

The Contractor's RMS-QC database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.7.1.6 EM 385-1-1, Corps of Engineers Safety Manual and RMS Linkage

Upon request, the Contractor can obtain a copy of the current version of the Safety Manual, EM 385-1-1, on CD. Data on the CD will be accessible through RMS-QC, or in stand-alone mode.

1.7.1.7 Management Reporting

RMS-QC includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of RMS-QC. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.7.2 Finances

1.7.2.1 Pay Activity Data

The RMS-QC database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.7.2.2 Payment Requests

All progress payment requests shall be prepared using RMS-QC. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using RMS-QC. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.7.3 Quality Control (QC)

RMS-QC provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the RMS-QC generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.7.3.1 Daily Contractor Quality Control (CQC) Reports.

RMS-QC includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by RMS-QC shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the RMS-QC-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.7.3.2 Deficiency Tracking.

The Contractor shall use RMS-QC to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC Comments.

The contractor shall maintain a current log of its QC comments in the RMS-QC database. The Government will log the deficiencies it has identified using its QA comments. The Government's QA comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA comments.

1.7.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS-QC.

1.7.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize RMS-QC to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.7.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the RMS-QC database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.7.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in RMS-QC. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via RMS-QC.

1.7.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns as described in Section 01330, SUBMITTAL PROCEDURES. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use RMS-QC to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using RMS-QC. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.7.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts". This schedule shall be input and maintained in the RMS-QC database either manually or by using the Standard Data Exchange Format (SDEF). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.7.6 Import/Export of Data

RMS-QC includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.8 IMPLEMENTATION

Contractor use of RMS-QC as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its RMS-QC database, and to provide the Government with regular database updates. RMS-QC shall be an integral part of the Contractor's management of quality control.

1.9 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the RMS-QC built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.9.1 File Medium

The Contractor shall submit required data on 3-1/2" double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.9.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and

CD-ROM submitted. The label shall indicate in English, the RMS-QC file name, full contract number, project name, project location, data date, name and telephone number of person responsible for the data.

1.9.3 File Names

The Government will provide the file names to be used by the Contractor with the RMS-QC software.

1.10 MONTHLY COORDINATION MEETING

The Contractor shall update the RMS-QC database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable RMS-QC export file is received.

1.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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SECTION 01330

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09/00

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SECTION 01330

SUBMITTAL PROCEDURES

09/00

Includes changes through Notice 1 (October 2000)

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Preconstruction Submittals

SD-02 Shop Drawings

SD-04 Samples

SD-06 Test Reports

SD-07 Certificates

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting

Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 UNIFIED SUBMITTAL REGISTER

At the end of this section is one set of submittal register listing items of equipment and materials for which submittal are required by the specifications; this list may not be all inclusive and additional submittals may be required.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 7 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (Eng Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

Submittals shall be made to:

David K. Watanabe or Eric A. Ornelas
U.S. ARMY CORPS OF ENGINEERS
Vandenberg AFB Resident Office
1318 New Mexico, Bldg. 9360
Vandenberg AFB, CA 93437

3.5.2 Deviations

The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so

prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR	
(Firm Name)	
_____	Approved
_____	Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____	
TITLE: _____	
DATE: _____	

-- End of Section --

CONTRACT NO.

Maintenance Dredging, Santa Barbara Harbor

CONTRACTOR:
SCHEDULE DATES

APPROVING AUTHORITY

MAILED
TO
CONTR/

DATE RCD	
FRM APPR	
AUTH	

(q)

REMARKS

[illegible]

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|---|---|
| A -- Approved as submitted. | E -- Disapproved (See attached). |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged. |
| C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- Will be returned by separate correspondence. | G -- Other (Specify) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

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SECTION 01354

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10/95

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SECTION 01354

ENVIRONMENTAL PROTECTION FOR CIVIL WORKS

10/95

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 136	Guidelines Establishing Test Procedures for the Analysis of Pollutants
40 CFR 261	Identification and Listing of Hazardous Waste

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) Safety and Health Requirements Manual
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1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Test Reports

Daily Report of Operations

SD-07 Certificates

Environmental Protection Plan; G.

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.4.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract.

1.4.2 Permits

This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES. The Government has not obtained any permits for this project. The contractor shall comply with environmental commitments made by the Government. Commitments made by the Government are included at the end of this section.

1.4.3 Special Environmental Requirements

The Contractor shall comply with the special environmental requirements included at the end of this section. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development.

1.4.4 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government.

The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.5 ENVIRONMENTAL PROTECTION PLAN

Within 20 calendar days of Notice of Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to

Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 List of State and Local Laws and Regulations

The Contractor shall provide as part of the Environmental Protection Plan a list of all Federal, State and local environmental laws and regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operation and the requirements imposed by those laws, regulations and permits. Permits obtained by the Contractor shall be attached to, and specific conditions included in the Environmental Protection plan.

1.5.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

- a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.
- b. The Contractor shall collect glass bottles, aluminum cans, and paper at the job site for recycling.

1.5.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.5.5 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Tree Protection

No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by the Contracting Officer. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the drip line of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the drip line of trees to be saved except as shown on the drawings.

3.1.2 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.3 Soil Disposal Areas on Government Property

Material disposal on Government property shall be disposed only in those areas designated on the contract drawings. Hazardous, toxic, and radiological wastes (HTRW) shall not be disposed of on Government property.

Disposal operations shall be managed and controlled to prevent erosion of soil or sediment from entering nearby waters or wetlands. Disposal operations shall be developed and managed in accordance with the grading plan shown on the drawings or as approved by the Contracting Officer.

3.1.4 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste off Government property and dispose of in compliance with Federal, State, and local requirements.

3.1.5 Clearing Debris

Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from Government property for proper disposal in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.

b. Demolition products shall be transported from Government property for proper disposal in compliance with Federal, State, and local requirements.

3.1.6 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements.

The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

3.1.7 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Known Historic, Archaeological, and Cultural Resources

There are no known historic, archaeological, and cultural resources associated with this project.

3.2.2 Discovered Historic, Archaeological, and Cultural Resources

If during construction activities, items are observed that may have historic or archaeological value (e.g., anchors, ship wrecks, Native American human remains or associated objects), such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

3.3.1 California Regional Water Quality Control Board (CRWQCB) Requirements

The Contractor shall perform discharge monitoring, inspections, and testing, reporting, and record keeping as set forth below.

3.3.2 Water Sampling

Grab samples (100 ml minimum) shall be obtained from within one (1) meter of the water surface at the specified time intervals at the following locations:

- a. 30 meters down current from the point of dredging operations, in the direction of the turbidity plume.
- b. 60 meters down current from the point of dredging operations, in the direction of the turbidity plume.
- c. 60 meters down current from the point where runoff from beach disposal enters the ocean.
- d. A control site within the harbor, at least 150 meters from the dredge, and outside of the turbidity plume.
- d. A control site south of the harbor, but at least 150 meters north of the disposal site.

Water samples shall be taken while dredging and disposal operations are occurring (at least 30 minutes after the start of such work), during an outgoing (ebb) tide. Sampling and analysis of samples shall be conducted in accordance with the following:

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
------------------	--------------	------------------

Dissolved Oxygen	(a)	mg/l	Weekly	(b)
pH		---	Weekly	
Turbidity	(c)	meter	Weekly	(b)

(a) By the iodometric method, azide modification.

(b) Additional samples shall be taken every 24 hours each time the dissolved oxygen levels fall below 5.0 mg/l, or the pH is outside of the range 6.5 to 8.5.

(c) Determined by means of a 20 centimeter secchi disk at time of sampling. Readings shall be taken from a boat or platform small enough to obtain accurate readings. To assure consistency, the same size boat/platform shall be used each time for secchi disk measurements.

3.3.3 Water Sampling for Bacteria

1. The Contractor shall monitor the discharge for total and fecal coliforms and enterococcus during beach disposal operations, using EPA approved methods. This monitoring shall ensure that bacterial levels are within acceptable limits and do not pose a health risk to the public.

California State and EPA standards for bacteria levels in marine waters are as follows:

a. California State Standard for Total Coliform (CCR Title 17, Section 7958)

Not more than 20% of samples within a 30-day period at any sampling station shall exceed 1,000 organisms per 100 ml, nor shall any single sample, when verified by a repeat sample taken within 48 hours, exceed 10,000 organisms per 100 ml.

b. EPA Recommendation for Fecal Coliform

Not more than 10% of total samples during any 30-day period shall exceed 400 organisms per 100 ml, nor shall the log mean of five or more samples taken over a 30-day period exceed 200 organisms per 100 ml.

c. EPA Recommendation for Enterococcus (fecal streptococcus)

No single sample shall exceed 104 organisms per 100 ml, nor shall the log mean of five or more samples taken over a 30-day period exceed 35 organisms per 100 ml.

2. Three replicate water samples shall be taken once per week during each dredge cycle, 30 meters down current of the dredged material disposal point. If water samples are found to contain bacteria in levels that exceed (a) California State Standard for Total Coliform (CCR Title 17, Section 7958)

or (b) EPA Recommendation for Fecal Coliform

or (c) EPA Recommendation for Enterococcus

then the Contracting Officer and Santa Barbara County Environmental Health Services (Gerry Winant, 805-681-4935) shall be notified immediately.

and sampled for total and fecal coliforms, and enterococcus. This monitoring will ensure that bacterial levels are within acceptable limits and do not pose a health risk to the public. California State and EPA standards for bacteria levels in marine waters are as follows:

If levels exceed acceptable limits, the CRWQCB and the County of Santa Barbara (Department of Environmental Health Services) would be immediately contacted to determine an appropriate response (such as the placement of warning signs). Additional daily sampling would be conducted within the surfzone at 30, 60, 150, and 300 meters down current of the dredge material disposal point until no bacterial contamination is noted for three consecutive days.

b. Monitoring shall be conducted according to United States Environmental Protection Agency or California Department of Health Services approved test procedures as described in 40 CFR 136 and 40 CFR 261, as appropriate, unless other test procedures have been specified. Analysis shall be performed in a laboratory certified to perform such analysis by the California Department of Health Services or a laboratory approved by the CRWQCB's Executive Officer.

c. Upon the availability of test results, the Contractor shall, that same day, submit results to the Contracting Officer as part of the Daily Report of Operations. The Contractor shall keep a copy of test results in a file at the job site available for inspection.

d. If directed by the Contracting Officer, the Contractor shall modify operations to reduce the turbidity plume caused by dredge and disposal operations. The Contractor may be required to use a silt curtain or other means, if necessary, to localize the plume. Modifications may include the use of floating debris boom, with a skirt not less than 0.45 meter deep. This boom shall be placed in a manner that will prevent spills, floating objects, and suspended sediments from drifting away from the site. Modifications may also include slowing or the temporary stoppage of operations until directed by the Contracting Officer to resume normal operations.

e. During the performance of the work, the Contractor shall institute and enforce procedures to prevent spills and floating debris from fouling the local water and beach. Should these procedures fail, the Contractor shall promptly clean up all spills and debris. At the end of each work shift, loose materials on adjoining structures and debris in the water and on the beach shall be removed by the Contractor and disposed off site.

f. Should the Contractor lose, dump, throw overboard, sink or misplace material, plant, machinery appliance, or cause pollution or the waters, the Contractor shall give immediate notice to the Contracting Officer and, if required shall boom, buoy or otherwise mark the location of the incident until the obstruction or pollution problem is removed. Should the Contractor refuse, neglect or delay compliance with these requirements, the necessary removal and cleanup may be deducted from the monies due or to become due to the Contractor.

g. Dredging operations and the disposal of dredged materials shall not cause any of the following conditions in the receiving waters, and if observed shall be reported immediately to the Contracting Officer.

1. The formation of sludge banks or deposits of waste that would adversely affect the composition of the bottom fauna and flora, interfere with fish propagation or deleteriously affect their habitat, or adversely change the physical or chemical nature of

the bottom.

2. Turbidity or discoloration that would cause substantial visible contrast with the natural appearance of the water outside the immediate area of operation.

3. Visible material including oil and grease, either floating on, or suspended in, the water or deposited on beaches, shores, or structures outside the immediate area of operations.

3.3.4 Commitments

All dredging and disposal activities will remain within the boundaries specified in the plans. There will be no dumping of material outside of the project area. Project features shall not interfere with tidal circulation and, or, freshwater inflows into and through the mouth of Mission Creek or the Laguna Creek (East Side Channel). Disposal shall not occur within the creeks or form berms that would block flows.

If double-shift or triple-shift dredging is required to insure completion as required in SECTION 00800: SPECIAL CONTRACT REQUIREMENTS, paragraph: Commencement, Prosecution, and Completion of Work, the Contractor shall obtain a special permit from the City of Santa Barbara which would allow working during the evening hours. The Contractor shall contact the Building and Zoning Department, City of Santa Barbara for the necessary permit.

The Contractor shall remove all trash, debris, and excess construction material from the beach or intertidal disposal site and the staging area at the end of every 8-hour shift (at a minimum), and shall discard all such material at an acceptable disposal site.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife (endangered species and their habitat). Endangered species known to frequent the project area and their respective season include:

California grunion	March through Mid-September.
Steelhead	May migrate between the ocean and Mission Creek headwaters when sufficient flows are present.
Snowy Plover	Breeding season begins 1 March. Non-breeding individuals occur year-round.
Southern Sea Otters	Non-breeding individuals occur year-round.
Tidewater Goby	Occurs year-round in the Mission Creek Estuary.
Brown Pelicans	Non-breeding individuals occur year-round.

3.4.1 Construction Windows

Impact to endangered species shall be avoided by limiting operations between 22 October and 30 April of each year of operations.

3.4.2 Endangered Species

To minimize impacts to grunion and snowy plovers, the following constraints shall be placed on dredging during the months of March and April:

- a. Surf-zone disposal of dredged material using single-point method as described in SECTION 02020.
- b. Disposal of dredged material confined to a 150-meter wide area of operations within the 1140 meters designated disposal zone.
- c. Minimal positional changes of the beach surface pipeline.
- d. No disturbance during plover census taking and monitoring.

3.4.3 Marine Vertebrates

Personnel shall not harass any marine mammals, fish, or waterfowl.

3.4.4 Dead or Injured Wildlife

The Contractor shall report any incidental take (dead or injured species) immediately to the Contracting Officer. The Contracting Officer shall consult with U.S. Fish and Wildlife Service immediately in the event of incidental take in the form of direct mortality through accidental death of a snowy plover, sea otter, or brown pelican. Operations may be stopped if it is suspected that the impact of the taking causes an irreversible and adverse impact on the species.

3.5 PROTECTION OF AIR RESOURCES

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources.

3.5.1 Air Pollution Control District

All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the Santa Barbara Air Pollution Control District (SBAPCD) permit requirements and all Federal emission and performance laws and standards. The Contractor should schedule suitable time to acquire appropriate SBAPCD or State Air Resources Board (SARB) permits, waivers or credits.

3.5.2 Particulates

Airborne particulates, including dust particles, from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance. Vehicle speed on the beach shall be kept at a minimum to avoid the formation of dust clouds.

3.5.3 Other Air Pollutants

Hydrocarbons and Carbon Monoxide - Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

Odors - Odors shall be controlled at all times for all construction activities, processing, and preparation of materials.

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

3.6 NOISE

a. Noise levels of the dredge operation shall not exceed the limits established by the City of Santa Barbara noise element portions of the General Plan (i.e. 60 Ldn for residential areas, 70 Ldn for commercial areas; Ldn = average measure of noise over a period of time).

b. All internal combustion powered equipment shall be equipped with properly operating mufflers and kept in a proper state of tune to alleviate back-fires. Engines, if exposed, shall be fitted with protective shrouds to reduce motor noise. All portable and support equipment shall be located as far as possible from any sensitive areas.

c. The Contractor shall designate a disturbance coordinator responsible for responding to noise complaints. His/her name and telephone number shall be clearly posted at the construction site. It is the responsibility of the disturbance coordinator to respond to complaints, determine the cause, and implement measures to mitigate the impact.

d. Haul trucks and construction equipments shall be properly maintained and scheduled in order to minimize unsafe and nuisance noise effects to sensitive biological resources, residential areas, and the socio-economic environment. Sensitive receptors, such as schools and hospitals, shall be avoided whenever possible.

3.7 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work

until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

3.9 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly.

The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeologic sites and artifacts.

-- End of Section --

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SECTION 01451

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04/97

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SECTION 01451

CONTRACTOR QUALITY CONTROL
04/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1999b) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Project Schedule; G.

SD-07 Certificates

Contractor Quality Control (CQC) Plan; G.

1.3 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the

Contract Clause titled "INSPECTION OF CONSTRUCTION." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "INSPECTION OF CONSTRUCTION." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 15 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing

submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and

the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems, and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules, and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil and dredging. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix

	Area	Qualifications
a.	Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b.	Dredging	Experienced engineer or technician with 10 years of marine dredging experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered, contact U.S. Army Corps of Engineers, Los Angeles District, Emmanuel Molina, at (213) 452-3382 for information.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of reference codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the

Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.

- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$ 675 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing will be tested at a commercial laboratory approved by the Contracting Officer.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or by specifications, the CQC System Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall

notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.12 PROJECT SCHEDULE

Pursuant to the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS (52.236-15), the Contractor shall prepare and submit to the Contracting Officer for approval three copies of a practicable Project Schedule showing the order in which he proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work. A progress report, showing the progress of the work

in relation to the project schedule, shall be submitted to the Contracting Officer not less than weekly. The project schedule shall be revised and resubmitted as needed, or whenever the actual progress is substantially different than the proposed schedule.

-- End of Section --

CONSTRUCTION QUALITY CONTROL REPORT
(SAMPLE)

CONTRACT NO. _____

HARBOR & PROJECT _____ CONTRACTOR _____

DATE _____ WEATHER _____ DREDGING CYCLE: _____

SEA CONDITION _____ SWELL/DIRECTION _____ TURBIDITY _____

PERIOD COVERED _____ DREDGE _____ MATERIAL _____

NO. & LOCATION OF DREDGE SAMPLES TAKEN: _____

QUANTITY

CUT

This period total _____ Location _____

This period per pump hour _____ Cut No. _____ Sta. _____ To Sta. _____

To date total _____ Avg. Width _____ Depth before _____

Advance _____ Depth after _____
Avg. Bank _____

FILL PIPELINE

<u>LOCATION</u>	<u>QUANTITY TO DATE</u>
_____	_____
_____	_____
_____	_____

Floating _____	Total _____
Submerged _____	Avg. Total _____
Shore _____	

LABOR DREDGE INFORMATION

of Crew Leverman _____
Shift #1 _____
Shift #2 _____
Shift #3 _____

*Pump Speed (RPM) _____
*Cutter RPM _____
*Cutter type _____
*Runner Diameter _____
*Applicable to cutter suction/suction dredging only.

DOWN TIME
TIME DOWN

TIME RESTART

REASONS

TIME

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	TOTAL		

EQUIPMENT _____

DAILY SOUNDINGS

VERTICAL

HORIZONTAL

Minimum _____
Maximum _____
Average _____

REMARKS _____

SUBMITTED BY: _____

SIGNED: _____

HYDRAULIC DAILY REPORT

DREDGE _____

WEATHER _____

WIND _____

SEA _____

REPORT NO. _____

CONTRACT NO. _____

DATE _____

TIDE GAGE # _____

HORIZONTAL
POS. _____

DREDGING CYCLE: _____

WORK LOCATION SKETCH (Include Dredge Advances, Stationing, & Channel Widths)

ACTIVITY

Non-Effective Time (hours)	Today	To Date
1. Mob/demob		
2. New area move		
3. Traffic		
4. Weather		
5. Relocate Pipe		
6. Repair Pipe		
7. Handling Anchors		
8. Clearing Pump		
9. Clearing Pipe		
10. Clearing Cutter		
11. Clearing Suction Head		
12. Booster Offline		
13. Dredge Repair		
14. Survey Delay		
15. Other (see remarks)		
TOTALS		

Effective Time (hours)		Today	To Date
1. Dredge/booster			
2. Other (see remarks)			
TOTALS			
Production	Unit	Today	To Date
1. Avg. cut width	ft.		
2. Avg. cut depth	ft.		
3. Advance	ft.		
4. Pipe Change	ft.		

REMARKS

DREDGING CYCLE: _____

ACTIVITY	TIME START	TIME STOP	DIFF.
TOTAL HOURS			

ACTIVITY	TIME START	TIME STOP	DIFF.
TOTAL HOURS			

REMARKS

[illegible]

DREDGE	REPORT NO.
WEATHER	CONTRACT NO.
WIND	DATE
SEA	TIDE GAGE #
DREDGING CYCLE:	HORIZONTAL POS.

Non-Effective Time (hours)	Today	To Date
1. Mob/demob		
2. New area move		
3. Traffic		
4. Weather		
5. Scow Change		
6. Scow Wind		
7. Scow Tug		
8. Scow Repair		
9. Dredge Maintenance		
10. Dredge Repair		
11. Survey Delay		
12. Other(see remarks)		
Non-Effective Totals		

Effective Time (hours)		Today	To Date
1. Dredging			
2. Other (see remarks)			
Effective Totals			
Production	Unit	Today	To Date
1. Avg. cut width	ft.		
2. Avg. cut depth	ft.		
3. Area	sq.ft.		
4. Travel time	hrs.		

ID	START LOAD TIME	STOP LOAD TIME	TOTAL LOAD HRS	TODAY CY	TO DATE CY
TOTALS					

DATE: _____

[illegible]